



**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF DEPARTMENT OF HEALTH  
&  
THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH  
OFFICIALS THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 1<sup>st</sup> day of September, 2019, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Health, with its principal office located at 3500 Estate Richmond, Christiansted, Virgin Islands, 00820 (hereinafter referred to as "Government") and the National Association of County and City Health Officials, with its principal office located at 1201 Eye Street NW, 4<sup>th</sup> Floor, Suite 400, Washington, DC (hereinafter referred to as "NACCHO"). Collectively "the Government" and "NACCHO" hereinafter collectively referred to as "Parties"

**WITNESSETH:**

Whereas, the Virgin Islands Department of Health is responsible for Surveillance Vector Control including the "eradication or control of dangerous or harmful pests, including . . . insects" as established by Title 19 V.I.C. § 1571 and Title 19 V.I. R. & Regs. §§ 1571-1 through 1571-9, and

Whereas, the Government is in need of surveillance vector control equipment for the purpose of the "eradication or control of dangerous or harmful pests, including . . . insects" as established by Title 19 V.I.C. § 1571 and Title 19 V.I. R. & Regs. §§ 1571-1 through 1571-9, and

Whereas, CDC and the Government have a common interest in protecting public health and ensuring the eradication and control of dangerous and harmful insects and vectors; and

Whereas, the United States Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter referred to as "CDC") selected NACCHO to carry out the project of "Public Health Crisis Response – Vector Borne Diseases" for the U.S. Virgin Islands (hereinafter referred to as "Vector Program"), pursuant to Grant Number 1 NUIROT000002-01-00 dated September 6, 2018, with the period of performance from September 1, 2018 through August 31, 2020 and

Whereas, CDC, through Grant Number 1 NUIROT000002-01-00, authorized NACCHO to purchase a Mobile Office Trailer for the use of the Government during the period of performance of the Grant; and

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Whereas, subject to the terms and conditions of Grant Number 1 NUIROT000002-01-00, NACCHO will purchase a Mobile Office Trailer (hereinafter "Mobile Trailer") with the technical specifications as more particularly defined in Addendum I -Technical Specifications, subject to any future approved change orders under the Contractor Agreement attached hereto as Addendum II made part hereof and perform the duties and responsibilities are more particularly described in Paragraph 3 Responsibilities/Tasks;

Whereas, the Government and NACCHO desire to combine efforts in ensuring the procurement, delivery and use of the Mobile Trailer to protect public health and carry out effective vector control, by entering this MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### **1. TERM & EFFECTIVE DATE**

The Term of this MOU shall be from September 1, 2019 to August 31, 2020. Upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement this MOU shall be effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this MOU for a period of one (1) additional year subject to the same terms noted herein, by providing NACCHO with sixty (60) days written notice of the Government's election to renew.

### **2. COSTS**

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

### **3. RESPONSIBILITIES/ TASKS**

3.1 Department of Health shall be responsible for:

- (a) Specifying and providing approval for the technical specifications of the Mobile Trailer, outlined in Addendum I Technical Specifications attached hereto and made a part hereof and any future change orders under the Contractor Agreement attached hereto as Addendum II, providing the instructions on how delivery is to be made, with the preferred delivery dates and time;
- (b) Accepting responsibility for maintenance and repairs for the Mobile Trailer for items not covered by Manufacturer's warranty during the use within the Grant's period of performance;
- (c) Accepting ownership of the Mobile Trailer at the end of the Grant's period of performance, and pursuant to NACCHO and CDC's approval, direction and abiding by

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the disposition or transfer of title to the property guidelines as stated in 2 CFR 200.313 and all other applicable federal rules and regulations;

- (d) As appropriate, ensure coverage against damage for windstorm and all other perils and other required insurance coverage, for the use of the Mobile Trailer once the Grant's period of performance is completed;

### 3.2 NACCHO shall be responsible for:

- (a) Conducting the procurement process, entering into contract with the vendor to manufacture the Mobile Trailer and providing payment in full for such Mobile Trailer, as funded by the CDC through the Grant;
- (b) Assisting the Government by communicating with the vendor in the process of manufacture and delivery of the Mobile Trailer to the location determined by the Government;
- (c) Purchasing Commercial General Liability on a per occurrence basis with policy limits of not less than Five Hundred Thousand Dollars and Commercial Property Insurance for insurable value of the Mobile Trailer for the use of the Mobile Trainer during the Grant's period of performance, as funded by the CDC through the Grant prior to the Government's use of the Mobile Trailer; and
- (d) Performing all other tasks outlined in the Contractor Agreement between NACCHO and Vendor, attached hereto as Addendum II and made a part hereof

## 4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Department of Health designates:

Justa E. Encarnacion, RN, BSN, MBA/HCM  
Commissioner  
Virgin Islands Department of Health  
3500 Estate Richmond  
Christiansted, St. Croix, VI 00820

NACCHO designates:

Lori Tremmel Freeman  
Chief Executive Officer  
1201 (I) Fye Street NW 4<sup>th</sup> Fl.  
Washington, DC 20005

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## **5. LIABILITY OF OTHERS**

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by NACCHO as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of NACCHO of whatsoever nature, including but not limited to unemployment insurance and social security taxes for NACCHO, its servants, agents or independent contractors.

## **6. ASSIGNMENT**

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

## **7. INDEMNIFICATION**

NACCHO agrees to indemnify, defend and hold harmless Government from and against any third party legal proceeding to the extent arising from an allegation that the Government's use of the Mobile Trailer during the Grant's period of performance infringes any third party's rights to use the Mobile Trailer, except as caused by the sole negligence of Government. This indemnity shall not cover any claim or order provided by the CDC or any US Federal Government Agency. It is understood that each party will procure and maintain, at its own expense, for the duration of the agreement, insurance against claims for criminal activities and/ or injuries to persons or damages to property which may arise from or in connection with the use of Mobile Trailer, purchased under this MOU or otherwise satisfy such coverage in accordance with applicable law for any losses not covered by this Paragraph.

## **8. GOVERNING LAW**

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **9. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

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## **10. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOU supersedes all prior communications, MOUs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

## **11. CONDITION PRECEDENT**

This MOU shall be subject to the availability and appropriation of funds, the terms of Grant Number 1 NUIROT000002-01-00, and to the approval of the Commissioner of the Department of Property and Procurement.

## **12. TERMINATION**

Either party will have the right to terminate this MOU with or without cause on sixty (60) calendar days written notice to the other party specifying the date of termination.

## **13. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOU on account of race, creed, color, sex, religion, disability or national origin.

## **14. CONFLICT OF INTEREST**

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU.

## **15. NOTICE**

Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

ANTHONY D. THOMAS, MBA  
Commissioner  
Department of Property and Procurement  
8201 Subbase, Suite 4  
St. Thomas, Virgin Islands 00802

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JUSTA E. ENCARNACION, RN, BSN, MBA/HCM  
Commissioner  
Department of Health  
3500 Estate Richmond  
Christiansted, St. Croix, Virgin Islands 00820

LORI TREMMEL FREEMAN  
Chief Executive Officer  
National Association of County and City  
Health Officials  
1201 (I) Eye Street NW 4th Fl.  
Washington, DC 20005

#### 16. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this MOU and are incorporated herein by reference. Any approved change orders of Addenda I and II will be integrated into this document sequentially as additional Addenda and made part hereof as well.

#### 17. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Justa E. Encarnacion, RN, BSN, MBA/HCM  
Commissioner  
VI Department of Health

Date

Anthony D. Thomas, MBA  
Commissioner  
Department of Property and Procurement

4/14/2020  
Date

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**NACCHO**

**Lori Tremmel Freeman  
Chief Executive Officer  
National Association of County  
and City Health Officials**

Lori T. Freeman (Dec 23, 2019)

12-18-19  
Date

**APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:**

**Carol E.**

**McDonald, Esq.**

Digitally signed by Carol E. McDonald, Esq.  
Date: 2020.04.14 11:12:20 -04'00'  
email=carol.mcdonald@doj.vi.gov, c=US

**CERTIFICATE OF APPROVAL**

I hereby certify that this is a true and exact copy of MOU No. \_\_\_\_\_ entered into  
between the Department of Property and Procurement and NACCHO.

**Anthony D. Thomas, MBA  
Commissioner  
Department of Property and Procurement**

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